

Amendment 1

Procurement Support Contract (PSC)

SECTION G- CONTRACT ADMINISTRATION DATA

Section & Number	Title	Page
G.1	Clauses Incorporated by Reference	G-1
G.2	Technical Direction	G-1
G.3	Installation-Accountable Government Property (Deviation) Alternate I (Deviation)	G-2
G.4	Occupancy Management Requirements (Deviation)	G-4
G.5	Security/Badging Requirements for Foreign National Visitors and Employees/Representatives of Foreign Contractors	G-5
G.6	Identification of Employees	G-6
G.7	Submission of Invoices	G-6

SECTION H- SPECIAL CONTRACT REQUIREMENTS

Section & Number	Title	Page
H.1	Clauses Incorporated by Reference	H-1
H.2	Task Ordering Procedure Alternate I	H-1
H.3	Safety and Health	H-3
H.4	Limitation of Funds	H-5
H.5	Observance of Legal Holidays (AUG 1992) –Alternate I	H-6
H.6	Environmental and Energy Conservation Requirements	H-7
H.7	Administrative Leave	H-8

PART II- CONTRACT CLAUSES**SECTION I- CONTRACT CLAUSES**

Section & Number	Title	Page
I.1	Clauses Incorporated by Reference	I-1
I.2	Updates of Information Regarding Responsibility Matters	I-4
I.3	Order Limitations	I-4
I.4	Option to Extend the Term of the Contract	I-5
I.5	Special 8(a) Contract conditions	I-5
I.6	Notification of Competition Limited to Eligible 8(a) Concerns (Deviation) Alternate I	I-5
I.76	Statement of Equivalent Rates for Federal Hires	I-6
I.87	Notification of Employee Rights Under The National Labor Relations Act (Deviation)	I-7
I.98	Authorized Deviations in Clauses	I-7
I.409	Security Requirements for Unclassified Information Technology Resources	I-8
I.4410	Ombudsman	I-9
I.4211	Access to Sensitive Information	I-9
I.4312	Release of Sensitive Information	I-11

**PART III- LIST OF DOCUMENTS, EXHIBITS,
AND OTHER ATTACHMENTS**

SECTION J- LIST OF ATTACHMENTS

Attachment No.	Attachments	Page
J-1	JSC Data Requirements List (DRL)	J-2
J-2	Data Requirements Documents (DRDs)	J-5
J-3	Safety and Health Plan	J-26
J-4	Organizational Conflict of Interest (OCI) Avoidance Plan	J-27
J-5	Task Order Statements of Work	J-28
J-6	U.S. Department of Labor Wage Determination	J-35

PART IV- REPRESENTATIONS AND INSTRUCTIONS

SECTION K- REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS

Section & Number	Title	Page
K.1	Clauses Incorporated by Reference	K-1
K.2	Annual Representations and Certifications	K-1
K.3	Information Regarding Responsibility Matters	K-6

SECTION L- INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

Section & Number	Title	Page
L.1	Solicitation Provisions Incorporated by Reference	L-1
L.2	Type of Contract	L-2
L.3	Invitation to Propose Performance-Based Payments	L-2
L.4	Service of Protest	L-3
L.5	Authorized Deviations in Provisions	L-3
L.6	Proposal Page Limitations	L-3
L.7	Safety and Health Plan	L-4
L.8	Protests to NASA	L-4
L.9	Instructions for Preparation of Technical Proposal	L-5
L.10	Proposal Marking and Delivery	L-6
L.11	Communication Regarding this Solicitation	L-7
L.12	Offer Acceptance Period	L-8
L.13	Instructions For Proposal Preparation and Delivery	L-8
L.14	Instructions for Preparation of Model Contract	L-9
L.15	Period Covered by Procurement	L-9
L.16	Subcontracting Arrangement Information	L-10
L.17	Combination of Lowest Priced, Technically Acceptable and Trade-off of Other Non-Cost Related Factors and Cost or Price Proposal Instructions	L-11
L.18	List of Attachments	L-27

Amendment 1

Procurement Support Contract (PSC)

B.3 FIRM FIXED PRICE

The total firm fixed price of this contract is \$TBD. (Offeror to Fill In).

This amount includes **\$5,000.00** for non-labor costs (including but not limited to travel, training, and materials). The non-materials portion of the contract FFP will be defined in the individual task orders.

(This clause will be periodically updated to reflect FFP/IDIQ task orders issued.)

(End of clause)

B.4 PHASE-IN

The phase-in-period shall be 60-days from award of contract at a firm-fixed price of \$_____ (Offeror to Fill In).

B.5 IDIQ MINIMUM GUARANTEED AND MAXIMUM QUANTITY OF WORK

(a) The guaranteed minimum contract value of work that will be ordered under this contract, and which will be initiated through the issuance of task orders shall be ~~\$100,000.00~~**\$5,000.00**. The maximum value that can be ordered under the IDIQ provisions of this contract is ~~\$3,920,000.00~~**\$9,800,000.00**. This amount is inclusive of profit.

(1) The cumulative value for all task orders (inclusive of basic and all options), issued under this contract will not exceed **\$9,800,000.00**.

(b) If the Government orders supplies or services in excess of the minimum but not up to the maximum, this circumstance shall not constitute the basis for an equitable adjustment to any contract price or profit.

(End of clause)

B.6 IDIQ TASK ORDER ESTIMATING – FIRM FIXED PRICE (FFP)

The pre-established contract year (CY) hourly rates shall be used in the establishment of the estimated price of the FFP individual task orders.

A. Fully Burdened Labor Rates (including overhead, G&A, and profit)

The rates in this table are maximum and will be used for evaluating modifications and determining price reasonableness. The Contractor may propose lower rates on individual task orders. Consider the Clause 52.222-43, as it pertains to “non-exempt” labor categories.

Amendment 1

Procurement Support Contract (PSC)

I.4 OPTION TO EXTEND THE TERM OF THE CONTRACT (FAR 52.217-9) (MAR 2000)

- (a) The Government may extend the term of this contract by written notice to the Contractor within (30 days); provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.
- (b) If the Government exercises this option, the extended contract shall be considered to include this option clause.
- (c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 5 years.

(End of clause)

I.5 SPECIAL 8(a) CONTRACT CONDITIONS (FAR 52.219-11) (FEB 1990) (DEVIATION)

(a) This contract is issued as a direct award between the contracting activity and the 8(a) contractor pursuant to a Memorandum of Understanding between the Small Business Administration (SBA) and the National Aeronautics and Space Administration. Accordingly, the SBA is not a party to this contract. SBA does retain responsibility for 8(a) certification, 8(a) eligibility determinations and related issues, and providing counseling and assistance to the 8(a) contractor under the 8(a) program. The cognizant SBA district office is:

SBA- Houston District Office

(b) The contracting activity is responsible for administering the contract and taking any action on behalf of the Government under the terms and conditions of the contract; provided, however, that the contracting activity shall give advance notice to the SBA before it issues a final notice terminating performance, either in whole or in part, under the contract. The contracting activity shall also coordinate with the SBA prior to processing any novation agreement. The contracting activity may assign contract administration functions to a contract administration office.

(c) The contractor agrees --

(1) To notify the Contracting Officer, simultaneous with its notification to SBA (as required by SBA's 8(a) regulations), when the owner or owners upon whom 8(a) eligibility is based plan to relinquish ownership or control of the concern. Consistent with Section 407 of Public Law 100-656, transfer of ownership or control shall result in termination of the contract for convenience, unless SBA waives the requirement for termination prior to the actual relinquishing of ownership and control; and

(2) It will not subcontract the performance of any of the requirements of this contract without the prior written approval of the SBA and the Contracting Officer.

(End of clause)

~~I.6 NOTIFICATION OF COMPETITION LIMITED TO ELIGIBLE 8(a) CONCERNS
(FAR 52.219-18) (JUNE 2003) (DEVIATION) ALTERNATE I (APR 2005)~~

~~(a) Offers are solicited only from small business concerns expressly certified by the Small Business Administration (SBA) for participation in the SBA's 8(a) Program and which meet the following criteria at the time of submission of offer--~~

~~----- (1) The offeror is in conformance with the 8(a) support limitation set forth in its approved business plan; and~~

~~----- (2) The offeror is in conformance with the Business Activity Targets set forth in its~~

Amendment 1**Procurement Support Contract (PSC)**

~~approved business plan or any remedial action directed by the SBA.~~

~~(3) The offeror's approved business plan is on the file and serviced by SBA-Houston District Office.~~

~~(b) By submission of its offer, the offeror represents that it meets all of the criteria set forth in paragraph (a) of this clause.~~

~~(c) Any award resulting from this solicitation will be made directly by the Contracting Officer to the successful 8(a) offeror selected through the evaluation criteria set forth in this solicitation.~~

~~(d)(1) Agreement. A small business concern submitting an offer in its own name shall furnish, in performing the contract, only end items manufactured or produced by small business concerns in the United States or its outlying areas. If this procurement is processed under simplified acquisition procedures and the total amount of this contract does not exceed \$25,000, a small business concern may furnish the product of any domestic firm. This subparagraph does not apply in connection with construction or service contracts.~~

~~(2) The [name of SBA's contractor] will notify the NASA Johnson Space Center's Contracting Officer in writing immediately upon entering an agreement (either oral or written) to transfer all or part of its stock or other ownership interest to any other party.~~

(End of clause)

I.67 STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (FAR 52.222-42) (MAY 1989)

In compliance with the Service Contract Act of 1965, as amended, and the regulations of the Secretary of Labor (29 CFR Part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C. 5341 or 5332.

**This Statement is for Information Only:
It is not a Wage Determination**

Employee Class Monetary Wage	Fringe Benefits
See Attachment J-6, U.S. Department of Labor Wage Determination	

(End of clause)

I.78 NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT (DEVIATION) (FAR 52.222-99) (JUNE 2010)

(a) During the term of this contract, the Contractor shall post a notice, of such size and in such form, and containing such content as prescribed by the Secretary of Labor, in conspicuous places in and about its plants and offices where employees covered by the National Labor Relations Act engage in activities relating to the performance of the contract, including all places where notices to employees are customarily posted both physically and electronically, in the languages employees speak, in accordance with 29 CFR 471.2 (d) and (f).

(1) Physical posting of the employee notice shall be in conspicuous places in and about the Contractor's plants and offices so that the notice is prominent and readily seen by employees who are covered by the National Labor Relation Act and engage in activities related to the performance of the contract.

(2) If the Contractor customarily posts notices to employees electronically, then the

Amendment 1

Procurement Support Contract (PSC)

Contractor shall also post the required notice electronically by displaying prominently, on any website that is maintained by the Contractor and is customarily used for notices to employees about terms and conditions of employment, a link to the Department of Labor's website that contains the full text of the poster. The link to the Department's website, as referenced in (b)(3) of this section, must read, "Important Notice about Employee Rights to Organize and Bargain Collectively with Their Employers."

(b) This required notice, printed by the Department of Labor, may be—

(1) Obtained from the Division of Interpretations and Standards, Office of Labor-Management Standards, U.S. Department of Labor, 200 Constitution Avenue, NW, Room N-5609, Washington, DC 20210, (202) 693-0123, or from any field office of the Office of Labor-Management Standards or Office of Federal Contract Compliance Programs;

(2) Provided by the Federal contracting agency, if requested];

(3) Downloaded from the Office of Labor-Management Standards web site at www.dol.gov/olms/regs/compliance/EO13496; or

(4) Reproduced and used [as] exact duplicate copies of the Department of Labor's official poster.

(c) The required text of the Employee Notification referred to in this clause is located at Appendix A, Subpart A, 29 CFR Part 471.

(d) The Contractor shall comply with all provisions of the Employee Notice and related rules, regulations, and orders of the Secretary of Labor.

(e) In the event that the Contractor does not comply with the requirements set forth in paragraphs (a) through (d) of this clause, this contract may be terminated or suspended in whole or in part, and the Contractor may be suspended or debarred in accordance with 29 CFR 471.14 and FAR Subpart 9.4. Such other sanctions or remedies may be imposed as are provided by 29 CFR Part 471, which implements E.O. 13496 or as otherwise provided by law.

(f) *Subcontracts.* (1) The Contractor shall include the substance of this clause, including this paragraph (f), in every subcontract that exceeds \$10,000 and will be performed wholly or partially in the United States, unless exempted by the rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 3 of Executive Order 13496 of January 30, 2009, so that such provisions will be binding upon each subcontractor.

(2) The Contractor is not permitted to procure supplies or services in a way designed to avoid the applicability of Executive Order 13496 or this subpart.

(3) The Contractor shall take such action with respect to any such subcontract as may be directed by the Secretary of Labor as a means of enforcing such provisions, including the imposition of sanctions for non compliance.

(4) However, if the Contractor becomes involved in litigation with a subcontractor, or is threatened with such involvement, as a result of such direction, the Contractor may request the United States, through the Secretary of Labor, to enter into such litigation to protect the interests of the United States.

(End of clause)

I.89 AUTHORIZED DEVIATIONS IN CLAUSES (FAR 52.252-6) (APRIL 1984)

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the clause.

Amendment 1

Procurement Support Contract (PSC)

resources provided to the Contractor during the performance of the contract in accordance with retention documentation available in the ADL. The Contractor shall provide a listing of all NASA Electronic information and IT resources generated in performance of the contract. At that time, the Contractor shall request disposition instructions from the Contracting Officer. The Contracting Officer will provide disposition instructions within 30 calendar days of the contractor's request.

(f) The Contracting Officer may waive specific requirements of this clause upon request of the contractor. The Contractor shall provide all relevant information requested by the Contracting Officer to support the waiver request.

The Contractor shall insert this clause, including this paragraph in all subcontracts that process, manage, access or store NASA Electronic Information in support of the mission of the Agency.

(End of clause)

I.1011 OMBUDSMAN (NFS 1852.215-84) (OCT 2003) -- ALTERNATE I (JUN 2000)

(a) An ombudsman has been appointed to hear and facilitate the resolution of concerns from offerors, potential offerors, and contractors during the preaward and postaward phases of this acquisition. When requested, the ombudsman will maintain strict confidentiality as to the source of the concern. The existence of the ombudsman is not to diminish the authority of the contracting officer, the Source Evaluation Board, or the selection official. Further, the ombudsman does not participate in the evaluation of proposals, the source selection process, or the adjudication of formal contract disputes. Therefore, before consulting with an ombudsman, interested parties must first address their concerns, issues, disagreements, and/or recommendations to the contracting officer for resolution.

(b) If resolution cannot be made by the contracting officer, interested parties may contact the installation ombudsman:

Melanie Saunders
Lyndon B. Johnson Space Center
Mail Code: AC
2101 NASA Parkway
Houston, TX 77058
Phone: 281-483-0490, Fax: 281-483-2200
Email: melanie.saunders-1@nasa.gov

Concerns, issues, disagreements, and recommendations which cannot be resolved at the installation may be referred to the NASA ombudsman, the Director of the Contract Management Division, at 202-358-0445, facsimile 202-358-3083, e-mail james.a.balinskas@nasa.gov. Please do not contact the ombudsman to request copies of the solicitation, verify offer due date, or clarify technical requirements. Such inquiries shall be directed to the Contracting Officer or as specified elsewhere in this document.

(c) If this is a task or delivery order contract, the ombudsman shall review complaints from contractors and ensure they are afforded a fair opportunity to be considered, consistent with the procedures of the contract.

(End of clause)

Amendment 1

Procurement Support Contract (PSC)

(f) The Contractor shall include the substance of this clause, including this paragraph (f), suitably modified to reflect the relationship of the parties, in all subcontracts that may involve access to sensitive information.

(End of clause)

I.1213 RELEASE OF SENSITIVE INFORMATION (NFS 1852.237-73) (JUN 2005)

(a) As used in this clause, "Sensitive information" refers to information, not currently in the public domain, that the Contractor has developed at private expense, that may embody trade secrets or commercial or financial information, and that may be sensitive or privileged.

(b) In accomplishing management activities and administrative functions, NASA relies heavily on the support of various service providers. To support NASA activities and functions, these service providers, as well as their subcontractors and their individual employees, may need access to sensitive information submitted by the Contractor under this contract. By submitting this proposal or performing this contract, the Contractor agrees that NASA may release to its service providers, their subcontractors, and their individual employees, sensitive information submitted during the course of this procurement, subject to the enumerated protections mandated by the clause at 1852.237-72, Access to Sensitive Information.

(c) (1) The Contractor shall identify any sensitive information submitted in support of this proposal or in performing this contract. For purposes of identifying sensitive information, the Contractor may, in addition to any other notice or legend otherwise required, use a notice similar to the following:

Mark the title page with the following legend:

This proposal or document includes sensitive information that NASA shall not disclose outside the Agency and its service providers that support management activities and administrative functions. To gain access to this sensitive information, a service provider's contract must contain the clause at NFS 1852.237-72, Access to Sensitive Information. Consistent with this clause, the service provider shall not duplicate, use, or disclose the information in whole or in part for any purpose other than to perform the services specified in its contract. This restriction does not limit the Government's right to use this information if it is obtained from another source without restriction. The information subject to this restriction is contained in pages *[insert page numbers or other identification of pages]*. Mark each page of sensitive information the Contractor wishes to restrict with the following legend:

Use or disclosure of sensitive information contained on this page is subject to the restriction on the title page of this proposal or document.

(2) The Contracting Officer shall evaluate the facts supporting any claim that particular information is "sensitive." This evaluation shall consider the time and resources necessary to protect the information in accordance with the detailed safeguards mandated by the clause at 1852.237-72, Access to Sensitive Information. However, unless the Contracting Officer decides, with the advice of Center counsel, that reasonable grounds exist to challenge the Contractor's claim that particular information is sensitive, NASA and its service providers and their employees shall comply with all of the safeguards contained in paragraph (d) of this clause.

(d) To receive access to sensitive information needed to assist NASA in accomplishing

Amendment 1

Procurement Support Contract (PSC)

L.10 PROPOSAL MARKING AND DELIVERY

Due to heightened security measures in force at the Johnson Space Center (JSC), and to ensure timely proposal submission, the following procedures shall be followed. These instructions are designed to ensure proposal data is adequately protected against potential improper disclosure while concurrently ensuring the physical security of JSC.

(a) Methods of Proposal Delivery Proposals shall be delivered to the designated proposal receiving office by one of the following methods:

- U.S. Postal Service
- Commercial Delivery Service
- Delivery by company employee or other individual agent

Regardless of the method of delivery chosen, the offeror is responsible for delivery of the proposal to the designated receiving office no later than the date and time stated in the solicitation. **The designated receiving office for purposes of the date and time deadline in this solicitation is Building 421, JSC Central Receiving.**

(b) External Marking of Proposal Package(s):

All proposal packages must be closed, sealed, and marked in large letters “**PROPOSAL – DELIVER UNOPENED**”. Proposals packages must include the solicitation number: **NNJ10315317R**, the contract specialist contracting officer's name: ~~Stacy Houston~~Ester H. Lunnon, Contract SpecialistContracting Officer, Mail Code: **BJ2 and Building 20** and the offeror's name and address clearly marked on the outside of the package.

The offeror shall include a notice on the cover of the proposal package as follows:

“NOTICE: THIS PROPOSAL MUST BE DELIVERED TO THE SPECIFIED ADDRESS NO LATER THAN (OFFEROR—ENTER DATE AND TIME).”

(c) Delivery Address:

Proposals shall be addressed and delivered to the following:

NASA Lyndon B. Johnson Space Center
Attn: Ester H. Lunnon
Mail Code: BJ2
Building 20
2101 NASA Parkway
Houston, Texas 77058-3696

Amendment 1

Procurement Support Contract (PSC)

c) PROPOSAL DUE DATE

The time for receipt of Volume III, Past Performance Proposal shall be by 12:00 p.m., Central Daylight Standard Time (CDTGST) on October 20, 2010.

The time for receipt of all other proposal volumes shall be by 12:00 p.m., Central Daylight Standard Time (CDTGST) on November 5, 2010.

(End of provision)

L14. INSTRUCTIONS FOR PREPARATION OF THE MODEL CONTRACT

Offerors shall also submit with its proposal, 3 signed Originals (hard copies) and 2 electronic copies of the model contract per the instructions below.

Contract Section	Areas of Model Contract Offerors are Required to Complete
Section A	Complete, sign, and date the SF 33
Section B	B.6 (A) - Complete the table of Fully Burdened Labor Rates for FFP task orders, B.4- Complete the fill-in for proposed Phase-In Plan firm fixed price.
Section C	Statement of Work – Add descriptive language in the appropriate SOW paragraph or contract clause for any innovations or value characteristics proposed.
Section D	None
Section E	None
Section F	None
Section G	None
Section H	None
Section I	None
Section J	Offerors will submit the required documents

(End of instructions)

L.15 PERIOD COVERED BY PROCUREMENT

This solicitation covers a period of 5 years and a 60-day phase-in. For contracting purposes,

<u>Anticipated Dates</u>	<u>Duration</u>	<u>Contractual Coverage</u>
01/31/11 – 03/31/11	60 Days	Phase-In
04/01/11 – 03/31/13	2 Years	Base Period
04/01/13 – 03/31/14	1 Year	Option 1
04/01/14 – 03/31/15	1 Year	Option 2
04/01/15 – 03/31/16	1 Year	Option 3

The option periods identified above will be exercised only if the requirements of FAR 17.207(c) *Exercise of options* have first been met. The Government is not obligated to exercise any option if it determines for any reason that doing so is not in its best interest.

L.17 COMBINATION OF LOWEST PRICED, TECHNICALLY ACCEPTABLE AND TRADE-OFF OF OTHER NON-COST RELATED FACTORS AND COST OR PRICE PROPOSAL INSTRUCTIONS

This procurement shall be conducted using a combination of technically acceptable baseline requirements and tradeoff of predefined value characteristics, past performance, and price. The Government seeks to select an offeror whose proposal represents the best value after evaluation. The Government's requirements are stated as baseline requirements (minimum government needs). Predefined value characteristics beyond the baseline, past performance, and price will serve as the discriminators among offers.

Technical acceptability, past performance, predefined value characteristics, and price are discussed in detail below.

1. Technical Acceptability (~~Volume I~~)

The proposal must demonstrate that the offered items(s)/services(s) meet the baseline requirement. The Government's baseline requirement is made up of both the specification/statement of work, and task orders included in this solicitation, as well as the following areas:

Paragraphs A through F are proposal instructions. The offeror shall describe or provide the following:

A. Technical Requirements (Volume I)

When addressing the SOW and the task orders, offerors shall submit information in their proposals in response to the items set forth below. In addition to responding to these items, offerors shall include in their proposals any additional information that demonstrates their understanding of the work and their ability to perform it.

Provide information which demonstrates your understanding of the work to be performed. Your discussion shall include identification and proposed resolution of any potential problems likely to be encountered during contract performance. Discuss how you plan to accomplish the work in the SOW and the task orders from a technical and schedule standpoint. Provide a Work Breakdown Structure (WBS) showing the content of the elements of the work to be performed and the resources needed to accomplish each element.

Provide information showing that your proposed approach is likely to result in products which will satisfy the requirements of the SOW and the task orders. Such information should include, by way of example and as appropriate, charts, graphs, and other pictorial or graphic information; and other supporting data.

B. Staffing Plan/Organizational Chart (Volume II)

Provide proposed plans for maintaining and retaining a qualified workforce throughout the course of the contract.

Amendment 1**Procurement Support Contract (PSC)**

Provide an organizational chart to show job titles, lines of authority, and relationships between departments within the organizational structure.

Provide proposed plans for coordination and execution of all contract technical and administrative tasks, including resources management, contract administration, logistics and property management, documentation management, and acquisition management. The plan shall identify the incentives for obtaining exceptional contract performance and the means for implementing corrective action in regards to contract.

C. Subcontracting Approach (if proposing a subcontracting arrangement) (Volume II)

The subcontracting approach provides unique benefits and rationale for subcontractors or teaming partners including the nature and extent of the work they shall perform.

The approach shall include the offeror's plans for managing the subcontractor's or teaming partner's contribution to the contract. The plan shall identify the incentives for obtaining exceptional performance from the subcontractor or teaming partner. The plan shall also identify the means for implementing corrective action in regards to performance from the subcontractor or teaming partner.

A contract organizational structure that differentiates the roles and responsibilities of the offeror from those of a subcontractor or teaming partner should be included.

Identification of organizational features between the offeror and subcontractor or teaming partner that contribute to effective communications, enhances flexibility, and promote efficiency for performance of the contract requirements should be included.

D. Safety and Health Plan (Volume I)

Provide a Safety and Health Plan as described in DRD-03, "Safety and Health Plan". The plan shall include a detailed discussion of the policies, procedures, and techniques that will be used to ensure the safety and health of your employees (and subcontractor employees, if a subcontracting arrangement is proposed) through the performance of the contract. The major areas of the Safety and Health Plan are management commitment and employee involvement, worksite analysis, hazard prevention and control, and safety and health training. Emphasis should be placed on proactive programs to prevent injuries, illnesses and property damage in all of these areas. Include innovations which can be substantiated to reduce injuries, mishaps or overall safety risk in accomplishing the tasks described in DRD-03.

Offerors shall provide the following performance data with explanatory remarks on contracts performed in the last three years. Offerors shall identify the applicable North American Industrial Classification System (NAICS) Code for each contract and shall include points of contact for each contract. If a joint venture or prime-subcontractor relationship is proposed, the same information shall be provided for each company proposed. Explanatory statements shall be included as appropriate. For all work performed during the past three years, offerors shall provide the following:

--Environmental Data:

--Copies of any and all environmental non-compliance correspondence and citations

Amendment 1

Procurement Support Contract (PSC)

from federal, state, or local agencies or authorities with explanatory remarks.

--Safety Data:

--Copies of any and all OSHA citations with explanatory remarks.

--Records of the company's OSHA recordable injuries and illnesses. These records shall include, for each worksite, as a minimum, 1 copy of each year's OSHA logs (Forms 300 and 300A) as required by Title 29 of the Code of Federal Regulations, Section 1904.5(d) including the applicable NAICS code, the number of employees at the worksite and the calculated OSHA recordable frequency rate.

--A list of all insurance carriers providing workers compensation coverage (or equivalent), including dates of coverage. Include points of contact and phone numbers. Offerors shall authorize the listed insurance carriers to respond to Government inquiries recording the offeror's past safety performance.

--Calculations supporting the offeror's workers' compensation experience modifier, including the state formula used for the computation, along with the loss ratio for each of the past three years (where the loss ratio is defined as the ratio of losses to premium). Show all figures used for computation.

--A letter from the insurance carrier summarizing the offeror's liability and lawsuit history related to safety and health performance for the past three years including a history of changes to the experience modifier rate. If an offeror self insures, provide and certify the same information (except the experience modifier rate history) with the signature of the responsible corporate officer or official.

E. Organizational Conflict of Interest Plan (Volume II)

The offeror shall submit a detailed Organizational Conflict of Interest Plan (OCI) as part of its proposal in accordance with DRD-02, "Organizational Conflict of Interest Avoidance Plan".

F. Phase-In Plan (Volume II)

The offeror's Phase-In Plan for the 60-day period prior to contract start shall discuss its approach for transitioning all contract activities and implementing proposed processes and strategies for effecting a smooth transition of the applicable portions of the incumbent contract. The plan should be in accordance with DRD-05, "Phase In Plan" and should contain, at a minimum, the following information with rationale:

A plan for effecting a smooth phase-in consistent with maintaining efficient operations at JSC. Provide a schedule for all phase-in steps and how they will be met.

- a) Plans for training your personnel.
- b) Relationships during phase-in with incumbent contractors and NASA, including support, resources, and interfaces expected from each.

(End of provision)

2. Predefined Value Characteristics (VCs) Volume II

Offerors are required to meet the baseline requirements in its proposal. Furthermore, offerors should address the predefined value characteristic in its proposals. If a predefined value

Amendment 1

Procurement Support Contract (PSC)

3. Task Order Pricing Template (TOPT)

This template is only required from the prime; however, it is designed in such a way that the hours for the prime, major subcontractor(s) and minor subcontractor(s) combined shall be included in the hours section. Therefore, the template requires data from both the prime and all subcontractors. This template is for pricing the three task orders provided.

The template is divided into three sections. The first section addresses Productive Hours. Productive Hours exclude compensated time off (i.e. vacation, sick leave, and personal leave.) Example: 1 WYE is 2080 hours – 180 hours (vacation + sick leave) = 1900 productive hours/WYE. The offeror shall determine the mix of labor categories and the labor hours required to perform the three task orders. Utilize the information given in the Work Year Equivalent (WYE) (Not to Exceed) column as a reference of the Government's estimated total WYE for CY1 to complete the 3 TO's. The second section addresses the Contract Rates that were determined in the ICST. The third section addresses the Labor Cost associated with multiplying the Productive Hours by the Contract Rates. This will be the fully burdened labor cost per labor category.

The bottom of the template addresses the fully burdened labor cost, the non-labor resources proposed by the offeror and the total price is the sum of the total labor and non-labor resources. The non-labor resources may be identified by type (travel, materials, training) by the offeror.

TASK ORDER PRICING TEMPLATE (TOPT)

Prime Contractor Name: (Identify)

	Hours to Work Year Equivalent (WYE) Conversion Factor	TO 1 - Procurement Policy & Systems Office	TO 2 - ISS Procurement Office	TO 3 - Projects and Institutional Procurement	CY 1 Total
PRODUCTIVE HOURS					
NASA/JSC Standard Labor Categories (SLC)					
Ex: Technician I	1900	300	1,200	1,900	3,400
Program Manager					
Lead, Data Entry					
Data Entry Clerk III					
Data Entry Clerk II					
Data Entry Clerk I					
Procurement Technician III					
Procurement Technician II					
Procurement Technician I					
Procurement Technician					
Procurement Clerk					
Total Hours					

L.18 LIST OF ATTACHMENTS

L-1 IDIQ WORKBOOK – PRIME BURDENS TEMPLATE (PBT) Attachment L-1

L-2 OTHER TEMPLATES WORKBOOK Attachment L-2

Prime Burdens Template (PBT)

Attachment L-1 PBT

IDIQ Rates Development Template - Contractor Specific (ICST)

☐ Prime Contractor:

☐ Subcontractor:

- ☐ Contract Year 1 (basic)
☐ Contract Year 2 (basic)
☐ Contract Year 3 (option 1)
☐ Contract Year 4 (option 2)
☐ Contract Year 5 (option 3)

NASA JSC Standard Labor Categories (SLC)	Direct Hourly Cost Rates					G&A	G&A %	Profit (sub only)	Total Cost*	Profit (prime only)	FBR**	REF.
	Direct Labor	Overhead	Overhead %	Other-indirect	Other-indirect %							
Example: Technician I	13.67	10.26	0.75			1.44	0.06		25.37		25.37	
Program Manager												
Lead, Data Entry												
Data Entry Clerk III												
Data Entry Clerk II												
Data Entry Clerk I												
Procurement Technician III												
Procurement Technician II												
Procurement Technician I												
Procurement Clerk												

* This column will show a subcontractor fully burdened rate.

** This column will show a prime fully burdened rate.

TASK ORDER PRICING TEMPLATE (TOPT)

Prime Contractor Name: (Identify)

	Hours to Work Year Equivalent (WYE) Conversion Factor	TO 1 - Procurement Policy & Systems Office	TO 2 - ISS Procurement Office	TO 3 - Projects and Institutional Procurement Office	CY 1 Total
PRODUCTIVE HOURS NASAJSC Standard Labor Categories (SLC) Ex: Technician I Program Manager Lead, Data Entry Data Entry Clerk III Data Entry Clerk II Data Entry Clerk I Procurement Technician III Procurement Technician II Procurement Technician I Procurement Technician Procurement Clerk	1900	300	1,200	1,900	3,400
Total Hours					

RATES FROM ICST

Standard Labor Categories (SLC) Ex: Technician I Program Manager Lead, Data Entry Data Entry Clerk III Data Entry Clerk II Data Entry Clerk I Procurement Technician III Procurement Technician II Procurement Technician I Procurement Technician Procurement Clerk	\$	25.37 \$	25.37 \$	25.37	
---	----	----------	----------	-------	--

LABOR COST

Standard Labor Categories (SLC) Ex: Technician I Program Manager Lead, Data Entry Data Entry Clerk III Data Entry Clerk II Data Entry Clerk I Procurement Technician III Procurement Technician II Procurement Technician I Procurement Technician Procurement Clerk		\$7,611	\$30,444	\$48,203	\$86,258	
Total Fully Burdened Labor Cost						
Non-Labor Resources (travel, materials, training)						
Total Price (labor + nonlabor)						

IDIQ Summary Cost Template (ISCT)									
Required of the Prime Contractor									
	Base		Option 1	Option 2	Option 3	Total	CY 1-5	Ref.	
	CY1	CY2	CY3	CY4	CY5	CY 1-5			
NASA (JSC)									
RFP Labor Category									
PRODUCTIVE HOURS									
NASA/JSC									
Standard Labor Categories (SLC)									
Ex: Technician I	3,400	3,400	3,400	3,400	3,400	17,000			
Program Manager									
Lead, Data Entry									
Data Entry Clerk III									
Data Entry Clerk II									
Data Entry Clerk I									
Procurement Technician III									
Procurement Technician II									
Procurement Technician I									
Procurement Technician									
Procurement Clerk									
Total Straight-Time Hours									
CONTRACT RATES									
NASA/JSC									
Standard Labor Categories (SLC)									
Ex: Technician I	\$ 25.37	\$ 26.13	\$ 26.91	\$ 27.71	\$ 28.54				
Program Manager									
Lead, Data Entry									
Data Entry Clerk III									
Data Entry Clerk II									
Data Entry Clerk I									
Procurement Technician III									

M.3 COMBINATION OF LOWEST PRICED, TECHNICALLY ACCEPTABLE AND TRADE-OFF OF OTHER NON-COST RELATED FACTORS AND COST OR PRICE EVALUATION CRITERIA

An initial review of proposals will be conducted to determine acceptability of the proposals in accordance with NFS 1815.305-70, *Identification of Unacceptable Proposals*. All unacceptable proposals will be eliminated from further evaluation. Then all remaining proposals will be evaluated against the Technical Acceptability requirements. All Technically Acceptable and Potentially Acceptable offerors will be evaluated against past performance, predefined value characteristics, and cost/price. The Government has the option, depending on the specific circumstances of the offers received, to utilize one of the following methods: (1) make selection and award without discussions (offerors may be contacted only for clarification purposes); or (2) after discussions with all offerors in the competitive range (if warranted), afford each offeror within the competitive range an opportunity to revise its offer, and then make selection. Therefore, the offeror's initial proposal should contain the offeror's best terms.

The Streamlined Procurement Team (SLPT) will carry out the evaluation activities and report to the Source Selection Authority (SSA), who is responsible for making the source selection decision. Acceptable offers will be evaluated using the evaluation criteria set forth below.

The Government will award a contract resulting from this solicitation to the offeror whose proposal represents the best value after evaluation. The lowest price proposal may not necessarily receive the award; likewise, the highest rated past performance proposal or value characteristic rated proposal may not necessarily receive the award. Rather, the Government will award to the offeror whose proposal offers the best overall value to the Government that meets all solicitation requirements and is determined responsible in accordance with FAR 9.104, *Standards*. Furthermore, the offeror must be eligible for award. The Subcontracting Arrangement Information and the OCI information will be used to determine eligibility. The Government may choose to evaluate the Subcontracting Arrangement Information and the OCI information of the apparent successful offeror only.

This procurement shall be conducted using a combination of technically acceptable baseline requirements and a tradeoff of past performance, predefined value characteristics, and price.

1. Technical Acceptability (Volume I)

The baseline shall be evaluated for the complete and adequate response to the SOW, task orders, and the requirements of Technical Acceptability Sections A-F in accordance with provision L.17-1 *Technical Acceptability*. Technical acceptability will be rated as either "Acceptable", "Potentially Acceptable", or "Unacceptable." **ALL** Technical Acceptability criteria must be passed to be considered technically acceptable. A proposal is rated "Potentially Acceptable" when after the initial evaluation, the evaluator anticipates additional information that could be provided by an offeror during discussions that would result in a proposal rating of acceptable. The offeror will need to revise or further explain its proposal. If, upon review of the new or revised information, the proposal does not meet the Government's requirements, an "Unacceptable" rating may be warranted. Although an offeror may receive a rating of "Potentially Acceptable," it does not guarantee that discussions will held or that the offeror will automatically be included in the competitive range if discussions are held.

A. Technical Requirements (Volume I)

The technical requirements will be evaluated on the complete and adequate responses to the SOW and task orders.

B. Staffing Plan/Organizational Chart (Volume II)

The staffing plan/organizational chart will be evaluated for overall demonstrated understanding, effectiveness, feasibility, efficiency, and innovation.

C. Subcontracting Approach (if proposing a subcontracting arrangement) (Volume II)

The subcontracting approach will be evaluated for overall demonstrated understanding, effectiveness, feasibility, efficiency, and innovation.

D. Safety and Health Plan (Volume I)

The Government will evaluate the offeror's approach to reducing and preventing injuries and illnesses. This evaluation will include:

- The overall quality of the Safety and Health Plan (DRD-03) and how thoroughly it addresses each item in the DRD.
- How well the plan identifies the hazards associated with the statement of work tasks and methods to eliminate or control them.
- The offeror's proposed policies, procedures, and techniques used to ensure safety and health of its employees. Innovations which can be substantiated to reduce injuries, mishaps or overall safety risk in accomplishing the tasks described in DRD 03 will be viewed favorably.

E. Organizational Conflict of Interest Plan (Volume II)

The OCI Plan will be evaluated on the suitability and adequacy in accordance with DRD-02, "Organizational Conflict of Interest Avoidance Plan".

F. Phase-In Plan (Volume II)

The Phase-In Plan will be evaluated on the suitability and adequacy in accordance with DRD-05, "Phase-In Plan".

23. Predefined Value Characteristics (VCs) (Volume II)

Only items specifically proposed as Predefined Value Characteristics will be evaluated as such. The following three Predefined Value Characteristics are applicable to this procurement and will be evaluated and rated as "Significant Value Added", "Value Added", and "No Value Added".

Value added will be assessed in the following manner: